

## MASTER SERVICE TERMS AND CONDITIONS

### 1. Definitions. As used in this Agreement:

**1.1 “Confidential Information”** means all information regarding a party’s business, including, without limitation, technical, marketing, financial, contracts, licenses, operations, employee, planning, and other confidential or proprietary information, disclosed under this Agreement, that is clearly identified as confidential or proprietary at the time of disclosure or that the receiving party knew or should have known, under the circumstances, was considered confidential or proprietary. With respect to FTR, reasonably subject to protection under applicable law, Confidential Information includes the source code, structure and logic of the FTR Offerings and any information derived from or concerning the FTR Offerings, the Documentation and the terms of this Agreement. With respect to the Client, Confidential Information means any information that the Client is required by law to keep confidential (“**Confidential Client Data**”).

**1.2 “Client Data”** means any documents, data, or information contained in any document, recording, template or other similar file submitted by Client through the FTR Offerings or provided by Client to FTR as part of the FTR Offerings.

**1.3 “Documentation”** means any user manuals, handbooks, and online materials provided by FTR to Client that describe the features, functionality or operation of the FTR Offerings.

**1.4 “FTR Offerings”** means the SaaS Services and/or Software to be provided by FTR to Client in accordance with the terms herein.

**1.5 “Order Form”** means any written order executed by both parties that identifies the software and services to be made available by FTR, substantially in the form of the initial order attached hereto; Order Forms might include, but are not limited to, Statements of Work, quotes, contracts, or agreements

**1.6 “Performance Data”** means any log files, metadata and other technical performance data automatically generated by the FTR Offerings relating to the use, performance, efficacy, reliability and/or accuracy of the FTR Offerings.

**1.7 “Software Support”** means FTR’s Software Support offering for FTR Gold Suites and/or FTR Justice Cloud.

**1.8 “SaaS Service”** means any subscription service to be provided by FTR to Client in accordance with the terms herein.

**1.9 “Software”** means the client-side software application(s) to be provided by FTR to Client in accordance with the terms herein.

**1.10 “Storage Services”** means FTR’s SaaS Service that enables the storage of digital recordings, transcripts, metadata, and any other court content.

### 2. FTR Offerings

**2.1 Scope of FTR Offerings.** FTR’s products and services can be configured to provide digital audio and video recording, cloud based storage and processing of FTR digital recordings, speech to text processing (delayed and/or real-time), transcription service management, ecommerce workflow and distribution tools (recordings, transcripts and speech to text), usage and access reports, client support and onboarding. FTR Offerings include cloud platform security features and services compliant with SOC2 Type 2, UK Cyber Essentials and in alignment with NIST800-53, CSA Cloud Controls Matrix v4 and other relevant security standards. The client will receive access to the features, products and services specific to their order form, statement of work or other similar agreed document.

**2.2 License to FTR Offerings.** Subject to the terms and conditions of this Agreement, FTR hereby grants to Client a non-sublicensable, non-transferable (except as provided in Section 15.6), non-exclusive right and license to: (i) during the applicable term of the Order Form, access and use the SaaS Services, and (ii) install, execute and use the Software for the term set forth in the applicable Order Form, in each case, in accordance with the applicable Documentation and any usage limitations set forth in the Order Form (such as the number of courtrooms where the SaaS Services and/or Software may be used) and solely for Client's internal business purposes (not for further resale and distribution).

**2.3 Support.** FTR will (i) provide Client with access to any bug fixes, patches and error corrections that FTR generally releases to other customers of the FTR Offerings, (ii) use commercially reasonable endeavors to provide the SaaS Services, and (iii) provide Software Support as described in a separate Statement of Work.

**2.4 Updates and Modifications.** Client acknowledges and agrees that FTR may, from time to time, make certain updates and modifications to the FTR Offerings; provided, that, FTR shall not, during the term of any applicable Order Form, materially decrease, the overall functionality of the Services purchased by Client or of the security measures detailed in this Agreement.

**2.5 MP3 and other Similar Functionality.** Where the Software is capable of encoding or optionally decoding data utilizing MP3 functionality, the supply of the Software and the license granted by the Software does not convey a license nor imply any right to distribute MPEG Layer-3 compliant content created with this product in revenue-generating broadcast systems (terrestrial, satellite, cable and/or other distribution channels), streaming applications (via Internet, intranets and/or other networks), other content distribution systems (pay-audio or audio-on-demand applications and the like) or on physical media (compact discs, digital versatile discs, semiconductor chips, hard drives, memory cards and the like). An independent license for such use is required. For details, visit <http://mp3licensing.com>.

**3. Implementation and Training.** From time to time, the parties may enter into written work orders that reference this Agreement (each, a "**Statement of Work**"), describing certain configuration, implementation, training and other professional services to be provided by FTR ("**Professional Services**"). FTR will perform the Professional Services in a professional and workmanlike manner. Client agrees to perform any of its obligations set forth in any Statement of Work, and will reasonably cooperate with FTR in the performance of the Professional Services, including, without limitation, providing all information and personnel reasonably requested by FTR in the performance of the Professional Services. In addition, Client will provide any required consents in a timely manner.

**4. Restrictions.** Client will not, and will not permit any end user of the FTR Offerings to: (a) use the FTR Offerings to harvest, collect, gather or assemble information or data regarding any third parties without their consent; (b) reverse engineer, disassemble or decompile any component of the FTR Offerings; (c) sublicense any of Client's rights under this Agreement, or otherwise use the FTR Offerings for the benefit of a third party or to operate a service bureau; (d) modify, copy or make derivative works based on any part of the FTR Offering; or (e) otherwise use the FTR Service in any manner that exceeds the scope of use permitted under Section 2.1.

## **5. Fees and Payment.**

**5.1 Fees.** Client will pay the fees set forth on the applicable Order Form ("**Fees**").

**5.2 Payments.** Other than Fees pertaining to Professional Services, all Fees are due and payable in advance. Client will pay FTR all amounts due under this Agreement within thirty (30) days after the date of the invoice therefor. Any amount that is not paid when due will accrue interest at one and one half percent (1.5%) per month or the maximum rate permitted by applicable law, whichever is less, from the due date until paid.

**5.3 Taxes.** Client (if Client does not provide tax-exempt certificate) will be responsible for payment of all taxes (other than taxes based on FTR's income), fees, duties, and other governmental charges, and any related penalties and interest, arising from the payment of Fees to FTR under this Agreement or the provision of the FTR Technology to Client. Client will make all payments of Fees to FTR free and clear of, and without reduction for, any withholding taxes; any such taxes imposed on payments of Fees to FTR will be Client's sole responsibility, and Client will provide FTR with official receipts issued by the appropriate taxing authority, or such other evidence as the FTR may reasonably request, to establish that such taxes have been paid.

**5.4 Records; Audit.** During the term of this Agreement, and for at least three (3) years after its expiration or termination ("**Records Term**"), Client will maintain at its principal place of business complete and accurate records with respect to Client's activities pursuant to this Agreement, including the number of courtrooms in which the FTR Offerings were used/deployed, the FTR Offerings used in each courtroom and all other data reasonably needed for verification of amounts to be paid to FTR under this Agreement. During the Records Term, FTR will have the right, during normal business hours and upon at least ten (10) days prior notice, to have an independent audit firm selected by FTR and reasonably acceptable to Client inspect Client's facilities and audit Client's records relating to Client's activities pursuant to this Agreement in order to verify that Client has paid to FTR the correct amounts owed under this Agreement and otherwise complied with the terms of this Agreement. The audit will be conducted at FTR's expense, unless the audit reveals that Client has underpaid the amounts owed to FTR by five percent (5%) or more during the audited period, in which case Client will reimburse FTR for all reasonable costs and expenses incurred by FTR in connection with such audit. Client will promptly pay to FTR any amounts shown by any such audit to be owing plus interest as provided in the subsection titled Payments. Such audits will be conducted no more than once in any period of twelve consecutive months. Any confidential or proprietary information of Client disclosed to FTR or the independent accounting firm in the course of the audit will be deemed the Confidential Information of Client, and any independent auditing firm will agree to be bound by confidentiality terms at least as protective as those set forth in the section titled Confidentiality.

**6. Confidential Information.** The receiving party agrees that it will not use or disclose to any third party any Confidential Information of the disclosing party, except as expressly permitted under this Agreement. The receiving party will limit access to the Confidential Information to those who have a need to know such information to use or provide the FTR Service. The receiving party will protect the disclosing party's Confidential Information from unauthorized use, access, or disclosure in a reasonable manner. Upon termination of this Agreement, the receiving party will return to the disclosing party or destroy all copies of the Confidential Information. The restrictions on use and disclosure of Confidential Information set forth above will not apply to any Confidential Information which (a) is or becomes a part of the public domain through no act or omission of the receiving party, (b) was in the receiving party's lawful possession prior to the disclosure, as shown by the receiving party's competent written records, or (c) is independently developed by the receiving party. The receiving party may disclose Confidential Information to the extent that such disclosure is required by law or by the order of a court or similar judicial or administrative body.

**7. Data Security.** FTR will implement and maintain throughout the term of this Agreement, commercially reasonable administrative, physical and technical safeguards designed to protect any Client Data collected by the SaaS Services against accidental loss and unauthorized access, disclosure and use. Unless otherwise agreed by Client, all Client Data will be processed in the United States. In the event FTR becomes aware of any accidental loss or unauthorized access, disclosure or use of any Confidential Client Data that is personal data or personally identifiable information as defined under laws applicable to the FTR Offerings (a "**Security Incident**"), FTR will (i) promptly notify Client of such Security Incident, and (ii) provide Client with a description of the Security Incident, including, to the extent known to FTR, the nature of the information compromised, along with regular updates related thereto, and steps being taken to mitigate the potential risks associated with such Security Incident. Client is solely responsible for compliance with incident notification laws applicable to Client and fulfilling any third party notification obligations related to any Security Incidents. FTR's notification of or response to any Security Incident under this Section 6 will not be construed as an acknowledgement by FTR of any fault or liability with respect to the Security Incident. Client is solely responsible for: (i) managing the Client's Account (as defined below) with regards to the Client's users and their access; (ii) reporting any security incident in the Client's environment to FTR within

24 hours of the incident becoming known;(iii) immediately reporting any security vulnerabilities found in the FTR Justice Cloud platform to compliance@fortherecord.com; (iv) providing FTR with contact details of where security incidents should be reported by FTR to the Client;(v) providing FTR with the details of the Client's data retention policy; (vi) ensuring that the Client's users and servers use supported browsers and operating systems when accessing the FTR Justice Cloud platform; and (vii) ensuring updates to any locally installed FTR system components are installed in a timely manner.

## 8. Ownership.

**8.1 FTR System and Technology.** Client acknowledges that FTR retains all right, title and interest in and to the FTR Offerings, Performance Data and all software and all FTR proprietary information and technology used by FTR or provided to Client in connection with the FTR Offerings (the "**FTR Technology**"), and that the FTR Technology is protected by intellectual property rights owned by or licensed to FTR. Other than as expressly set forth in this Agreement, no license or other rights in the FTR Technology are granted to the Client.

**8.2 Client Data.** Client retains all right, title and interest in and to the Client Data. Client hereby grants to FTR a non-exclusive, royalty-free and fully paid license to use Client Data for the purpose of providing the FTR Offerings and Professional Services. FTR is not permitted to re-use or further distribute any data collected in the course of Client's use of the Software except when required for support of the specific services for which Client has specifically contracted with FTR to provide. FTR will not otherwise knowingly use or access any Client Data unless authorized to do so by Client. Notwithstanding any term to the contrary, this provision shall not be changed, updated, or replaced without written notice to and consent by Client.

**8.3 Performance Data.** FTR shall have the right to collect and analyze Performance Data, and FTR will be free (during and after the term of this Agreement) to use such Performance Data for any legal purpose; *provided, that*, such use does not reveal the identify of Client or any judge, attorney, witness, litigant or other courtroom personnel.

**8.4 Feedback.** Client hereby grants FTR a royalty-free, worldwide, transferable, sublicenseable, irrevocable, perpetual license to use or incorporate into the FTR Service any suggestions, enhancement requests, recommendations or other feedback provided by Client, including Users, relating to the FTR Service. FTR shall not identify Client as the source of any such feedback.

## 9. Client's Other Obligations

**9.1 Compliance with Laws.** Client will at all times comply with all laws and regulations applicable to its use of the FTR Offerings, including providing any notices and/or collecting any consents necessary to record any individual's name, statement(s), recording(s), likeness, image, biographical information or other personal information in connection with the FTR Offerings.

**9.2 Account and Passwords.** Client will be solely responsible for (i) maintaining the confidentiality and security of all user name(s), password(s) and other access credential(s) used by Client to access its FTR Offerings account ("**Account**"), and (ii) any unauthorized use of Client's Account (except to the extent caused by FTR's willful misconduct or negligence). In the event of any unauthorized use of Client's Account, Client will promptly notify FTR and take any actions reasonably requested by FTR in connection with such unauthorized access.

**9.3 Equipment and Facilities.** Except to the extent expressly undertaken by FTR as part of its Professional Services under a Statement of Work, Client is solely responsible for providing, installing and maintaining, at its sole cost and expense, all equipment, hardware, peripherals, facilities, software

and services necessary for Client's access to and use of the FTR Offerings, including without limitation, all cameras, recorders, audio processors and microphones as may be required to use the FTR Offerings in accordance with the terms herein.

**9.4 Client Backups.** Unless Client has an active subscription to the Storage Services, FTR has no obligation to store any Client Data and Client shall be solely responsible for creating and maintaining backups of Client Data. In the event Client has an active subscription to the Storage Services, Client will be solely responsible for specifying which items of Client Data will be backed up by the Storage Services. FTR will have no liability for any failures by Client to backup any Client Data that was not required to be backed up in connection with the Storage Services.

**9.5 Recording Responsibility.** Client acknowledges and agrees that Client is responsible for starting and stopping all recordings, including audio and visual recordings, to be created in connection with the FTR Offerings. FTR will have no liability for any failures or omissions of Client or its personnel, to start or stop any recordings.

## **10. Term and Termination**

**10.1 Term.** Unless earlier terminated pursuant to the subsection titled Termination, the term of this Agreement shall commence as of the Effective Date and shall continue for period of three (3) years (the "**Term**"), or as otherwise specified in the Order Form; provided, however, that at the end of such initial term and any extension or renewal thereof, the Term shall be renewed for an additional one (1) year period unless a party provides, at least ninety (90) days prior to the end of the initial term or any renewal thereof, written notice that it does not intend to extend the term or otherwise terminated the e-File Agreement in accordance with this Section 10.

### **10.2 Termination.**

**(a) For Breach.** Either party (the "**Non-breaching Party**") may terminate this Agreement, effective immediately upon written notice to the other party (the "**Breaching Party**"), if the Breaching Party materially breaches any provision of this Agreement and does not substantially cure the breach within sixty (60) days after receiving written notice thereof from the Non-breaching Party.

**(b) Changes in Law.** If the obligations imposed upon either party under this Agreement are materially changed, or are made illegal, pursuant to a statute or court mandate (including, without limitation, local court rules and state Supreme court rules and administrative orders), then the parties shall work together in good faith to incorporate such changes into this Agreement in a commercially reasonable manner. In the event the parties cannot reach agreement with respect to such changes within fourteen (14) days, then either party may terminate this Agreement upon ten (10) days written notice to the other party.

**10.3 Effects of Termination.** Upon termination or expiration of this Agreement for any reason, any amounts owed to FTR under this Agreement before such termination or expiration will be immediately due and payable, all licensed rights granted in this Agreement will immediately cease to exist, and Client must promptly discontinue further use of the FTR Offerings, and Client must return to FTR any copies of the Documentation that the Client is not entitled to keep pursuant to this subsection and certify to FTR in writing signed by an officer of Client that it has fully complied with the foregoing.

**10.4 Access to Data.** For a period of thirty (30) days after the termination/expiration of this Agreement, Client shall have the right to download, in a format supported by FTR, electronic versions of the Client Data that are available in the SaaS Services. At the end of such ninety (90) day period, FTR shall have no further obligation to host any Client Data.

**10.5 Survival.** Sections and subsections titled Definitions, Restrictions, Ownership, Fees and Payment, Confidential Information, Warranties; Disclaimer, Indemnification, Limitation of Liability, Effects

of Termination, Access to Data, Survival, and General Provisions will survive expiration or termination of this Agreement for any reason.

## 11. Warranty; Disclaimer.

**11.1 Limited Warranty.** FTR warrants that when used as permitted by FTR and in accordance with the Documentation (i) during the term of this Agreement, the SaaS Service, and (ii) for a period of ninety (90) days from the date of delivery, the Software, in each case will operate as described in the Documentation in all material respects. If Client notifies FTR of any breach of the foregoing warranty, FTR shall, as Client's sole and exclusive remedy, use commercially reasonable efforts to repair or replace the non-conforming FTR Offering as quickly as is reasonably possible. Notwithstanding anything to the contrary herein, the foregoing warranty will not apply to any Software that is made available free of charge.

**11.2 Disclaimer.** EXCEPT AS EXPRESSLY PROVIDED IN SECTION 11.1, AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW: (A) THE FTR OFFERING AND DOCUMENTATION ARE PROVIDED "**AS IS**" AND "**AS AVAILABLE**" AND (B) FTR AND ITS SUPPLIERS MAKE NO OTHER WARRANTIES, EXPRESS OR IMPLIED, BY OPERATION OF LAW OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

**11.3 Client Data Disclaimer.** Client acknowledges that FTR does not edit, and cannot verify, the completeness or accuracy of the Client Data or any information therein. FTR has no control over the content of any Client Data made available through the FTR Offerings, and FTR shall not be responsible for any actual or alleged loss of privilege or other claimed injury due to disclosure of sealed, confidential or privileged information in any Client Data.

## 12. Indemnification

**12.1 By FTR.** FTR will defend at its own expense any action against Client brought by a third party to the extent that the action is based upon a claim that the FTR Technology infringes any U.S. copyrights or patents or misappropriates any trade secrets, and FTR will pay those costs and damages finally awarded against Client in any such action that are specifically attributable to such claim or those costs and damages agreed to in a monetary settlement of such action. If any FTR Technology becomes, or in FTR's opinion is likely to become, the subject of an infringement claim, FTR may, at its option and expense, either (a) procure for Client the right to continue exercising the rights licensed to Client in this Agreement; (b) replace or modify the FTR Technology so that it becomes non-infringing and remains functionally equivalent; or (c) refund to Client any payments of prepaid Fees made by Client to FTR pursuant to the subsection titled Fees and Payment (to the extent that such payments have not been recouped through credits against accrued Fees), and terminate this Agreement by written notice to Client, in accordance with the subsection titled Notices. Notwithstanding the foregoing, FTR will have no obligation under this subsection or otherwise with respect to any infringement claim based upon (w) any unauthorized use or distribution of the FTR Technology by Client or any of its personnel; (x) any use of the FTR Technology in combination with other products, equipment, software, or data not supplied by FTR or authorized by FTR in writing; (y) any use, reproduction, or distribution of any release of the FTR Technology other than the most current release made available to Client; or (z) any modification of the FTR Technology by any person other than FTR or its authorized agents or contractors. This subsection states FTR's entire liability and Client's sole and exclusive remedy for infringement claims and actions.

**12.2 Procedure.** As a condition of FTR's performance of its indemnification obligations hereunder, Client must (a) promptly notify FTR of any third-party claim, suit, or action for which it is seeking an indemnity hereunder (a "**Claim**"); *provided, that*, FTR shall only be relieved of its obligations hereunder to the extent any delay by Client materially prejudices FTR's ability to defend such Claim, and (b) give the FTR the sole control over the defense and settlement of such Claim; *provided, that*, FTR may not enter into any settlement that requires Client to admit liability or pay any sum without the prior written consent of Client, such consent not to be unreasonably withheld, delayed or conditioned.

**13. Limitation of Liability.** EXCEPT AS SET FORTH IN THIS SECTION 13, TO THE EXTENT PERMITTED BY LAW, IN NO EVENT SHALL FTR OR CLIENT BE LIABLE FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES OR LOST PROFITS IN ANY WAY RELATING TO THIS AGREEMENT. IN NO EVENT SHALL FTR'S OR CLIENT'S AGGREGATE, CUMULATIVE LIABILITY IN ANY WAY RELATING TO THIS AGREEMENT EXCEED THE AMOUNT OF FEES ACTUALLY RECEIVED BY FTR FROM CLIENT DURING THE TWELVE (12) MONTHS PRECEDING THE CLAIM. THE FOREGOING LIMITATIONS SHALL NOT APPLY TO PAYMENT, CONFIDENTIALITY AND INDEMNITY OBLIGATIONS. THE PARTIES WOULD NOT HAVE ENTERED INTO THIS AGREEMENT BUT FOR SUCH LIMITATIONS.

**14. Insurance.** During the term of this Agreement, FTR will maintain the following insurance coverage: (a) Comprehensive General Liability (including, without limitation, bodily injury and property damage) insurance with policy limits of not less than \$1,000,000 combined single limit per occurrence and \$2,000,000 in the aggregate, (b) Worker's Compensation Insurance in amounts required by applicable law and (c) Cyber Insurance with policy limits of not less than \$5,000,000.

## **15. General Provisions**

**15.1 Governing Law.** This Agreement and any actions related thereto will be governed by and under the Federal laws of the United States of America, and, to the extent not superseded by such federal laws, the state of Delaware, without giving effect to any conflicts of law principles that require the application of a different state. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement.

**15.2 Export.** Client agrees not to export, reexport, or transfer, directly or indirectly, any U.S. technical data acquired from FTR, or any products utilizing such data, in violation of the United States export laws or regulations.

**15.3 Severability.** If any provision of this Agreement is, for any reason, held to be invalid or unenforceable, the other provisions of this Agreement will remain enforceable and the invalid or unenforceable provision will be deemed modified so that it is valid and enforceable to the maximum extent permitted by law.

**15.4 Waiver.** Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.

**15.5 Remedies.** Except as provided in the sections titled Indemnification and Limited Warranty, the parties' rights and remedies under this Agreement are cumulative. Client acknowledges that the FTR Offerings, and Documentation contain valuable trade secrets and proprietary information of FTR, that any actual or threatened breach of the subsections titled Restrictions, or the section titled Confidentiality or any other breach of its obligations with respect to intellectual property rights of FTR will constitute immediate, irreparable harm to FTR for which monetary damages would be an inadequate remedy, and that injunctive relief is an appropriate remedy for such breach.

**15.6 No Assignment.** Neither party will assign, subcontract, delegate, or otherwise transfer this Agreement, or its rights and obligations herein, without obtaining the prior written consent of the other party, and any attempted assignment, subcontract, delegation, or transfer in violation of the foregoing will be null and void; provided, however, that either party may assign this Agreement in connection with a merger, acquisition, reorganization or sale of all or substantially all of its assets, or other operation of law, without any consent of the other party. The terms of this Agreement will be binding upon the parties and their respective successors and permitted assigns.

**15.7 Force Majeure.** Any delay in the performance of any duties or obligations of either party will not be considered a breach of this Agreement if such delay is caused by any event beyond the control of such party, including without limitation, issues arising from bugs or other problems in the software,

firmware or hardware of a party's suppliers, outages or issues with upstream providers or network carriers, acts of God, fires, floods, storms, landslides, epidemics, lightning, earthquakes, drought, blight, famine, quarantine, pandemic, epidemic, blockade, governmental acts or inaction, orders or injunctions, war, insurrection or civil strife, sabotage, explosions, labor strikes, work stoppages, and acts of terror (a "**Force Majeure Event**"), provided that such party uses reasonable efforts, under the circumstances, to notify the other party of the circumstances causing the delay and to resume performance as soon as possible.

**15.8 Independent Contractors.** Client's relationship to FTR is that of an independent contractor, and neither party is an agent or partner of the other. Client will not have, and will not represent to any third party that it has, any authority to act on behalf of FTR.

**15.9 Notices.** Each party must deliver all notices or other communications required or permitted under this Agreement in writing to the other party at the address listed on the Initial Order Form by courier, by certified or registered mail (postage prepaid and return receipt requested), or by a nationally-recognized express mail service. Notice will be effective upon receipt or refusal of delivery. If delivered by certified or registered mail, any such notice will be considered to have been given five (5) business days after it was mailed, as evidenced by the postmark. If delivered by courier or express mail service, any such notice will be considered to have been given on the delivery date reflected by the courier or express mail service receipt. Each party may change its address for receipt of notice by giving notice of such change to the other party.

**15.10 Counterparts.** This Agreement may be executed in one or more counterparts, each of which will be deemed an original and all of which will be taken together and deemed to be one instrument.

**15.11 Entire Agreement.** This Agreement is the final, complete and exclusive agreement of the parties with respect to the subject matter hereof and supersedes and merges all prior discussions between the parties with respect to such subject matters. No modification of or amendment to this Agreement, or any waiver of any rights under this Agreement, will be effective unless in writing and signed by Client and CEO or approved representative of FTR.

IN WITNESS WHEREOF, the parties sign and cause this contract to be executed. Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract shall be the date provided within Section 4 above.

<b>FTR Ltd.</b>			
<b>Representative's Signature</b>	<b>Print Name</b>	<b>Title</b>	<b>Date</b>

<b>CLIENT:</b>			
<b>Representative's Signature</b>	<b>Print Name</b>	<b>Title</b>	<b>Date</b>